Ryder Truck Rental, Inc. *and* Local Lodge No. 698, District Lodge 60, International Association of Machinists & Aerospace Workers, AFL–CIO. Case 7–CA–36406

September 13, 1995

DECISION AND ORDER

BY MEMBERS BROWNING, COHEN, AND TRUESDALE

On June 19, 1995, Administrative Law Judge George Aleman issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Ryder Truck Rental, Inc., Novi, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

Richard F. Czubaj, Esq., for the General Counsel.
J. Michael Kota, Esq., of Alpharetta, Georgia, for the Respondent.
Frank Forgione, Rep., of Willowick, Ohio, for the Charging Party.

DECISION

STATEMENT OF THE CASE

GEORGE ALEMAN, Administrative Law Judge. This case was tried before me in Detroit, Michigan, on March 13, 1995. A charge in this matter was filed on September 26, 1994,[1] by Local Lodge 698, District Lodge 60, International Association of Machinists and Aerospace Workers, AFL–CIO (the Union), on which a complaint was issued on November 30, 1994, by the Regional Director for Region 7 of the National Labor Relations Board, alleging that the Respondent, Ryder Truck Rental, Inc., had violated Section 8(a)(5) and (1) of the Act.[2] By answer dated December 5, the Respondent denied some and admitted other allegations in the complaint, and denied having committed any unfair labor practices. During the hearing, the General Counsel was granted leave to amend the complaint to further allege a violation of Section 8(a)(3) and (1), which the Respondent denied.

The parties at the hearing were given full opportunity to call and examine witnesses, to submit oral as well as written evidence, and to argue on the record. On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the Respondent and the General Counsel, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a corporation with an office and place of business in Southfield, Michigan, is engaged in the service, repair, and rental of trucks and trailers at various facilities in Southeast Michigan. During the calendar year ending December 31, 1993, the Respondent derived gross revenues in excess of $500,000 in the course and conduct of its above business operations and, during the same period, purchased and received goods and materials valued in excess of $50,000 at its Michigan facilities from points and places located outside the State of Michigan. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. It further admits, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *The Allegation*

The General Counsel contends that the Respondent violated Section 8(a)(3) and (1) of the Act by soliciting employees to resign their membership in the Union in order to transfer to its newly opened Novi facility, and violated Section 8(a)(5) and (1) by failing to recognize and bargain with the Union as the exclusive bargaining representative of its service and maintenance employees employed at the Novi facility. The Respondent denies having unlawfully refused to recognize and bargain with the Union or having conditioned the transfer of employees on their resigning from the Union.

B. *Facts*

The Respondent and the Union were parties to a collective-bargaining agreement effective from April 1 through March 31, 1997, covering all service and maintenance employees employed by the Respondent at five Michigan locations: Roseville, Troy, Livonia, Fort Street (Detroit), and Sexton (Belleville).[3] Employees at these sites serviced, repaired, and maintained Respondent's trucks leased out to its various customers. On occasion, customers would make separate arrangements with the Respondent to have minor service and repair work performed on the customer's premises

[1] All dates are in 1994, unless otherwise indicated.

[2] An allegation in the charge that the Respondent violated Sec. 8(a)(3) and (5) by transferring work and unit employees from its Livonia facility to its new Novi facility and refusing to apply an agreement covering Livonia unit employees to employees at the Novi facility was dismissed (see Jt. Exh. 1).

[3] The Respondent and the Union also were parties to 5 other agreements involving some 10 to 12 locations.

rather than at any of the Respondent's locations.[4] In early 1993, the Respondent entered into a lease arrangement with PepsiCo Food Service (PFS) whereby PFS trucks would be serviced at the PFS' facility in Novi, Michigan. To service the PFS account, the Respondent initially had employees from its Livonia facility go to the PFS location and perform whatever repairs were needed on the trucks. Union Steward John Dancer testified without contradiction that the same group of employees were regularly used to perform such repairs at Novi, and that the repairs were performed at the PFS parking lot.

Union Business Representative Joseph Potas testified that in early 1994, while engaged in contract negotiations with Respondent, he asked Respondent's district manager and negotiator, Richard Spence, whether rumors concerning the opening of a permanent facility at Novi were true. Spence replied that Respondent did intend to open a Novi facility, but that it would be separate from the Livonia site and would operate nonunion. Potas replied that if that was the case, the Union would file complaints over the separation of Novi from Livonia, and over the fact that it would be operating nonunion. On June 14, following the opening of the Novi facility, Potas wrote to Respondent stating that the work at Novi was being performed by bargaining unit employees from the Livonia site, that the Union was entitled to that work because the Novi facility was an accretion to the Livonia facility and was covered by the parties' contract, and requested that Respondent contact him to arrange for the consummation of an agreement regarding the above site (G.C. Exh. 3). In a letter dated June 21, Spence disagreed with the Union that the Novi work was covered by the collective-bargaining agreement, and pointed out that a majority of the work performed at Novi took place at the customer's location and at its request, and that the Respondent's ''decision to open a facility at Novi was a business decision to accommodate the customer and not an attempt to remove work from Livonia.'' (G.C. Exh 4.)

In a June 29 letter, Potas reiterated the Union's position that the Novi location was simply an accretion to the Livonia facility and that the work and employees employed at Novi should continue to be covered by the collective-bargaining agreement. He further stated that the Union considered the Respondent's contrary position as an ''evasion/violation of the contract and applicable labor laws'' and that the Union was prepared to pursue all contractual and/or legal avenues to resolve this issue. In a followup letter dated August 17, Potas reaffirmed the Union's position, and requested the initiation of bargaining with respect to the Novi facility. By letter to the Union dated September 9, the Respondent repeated its position and again declined to engage in negotiations over the Novi facility.

The Respondent, as noted, opened a permanent maintenance operation in Novi on June 4, situated about an eighth of a mile from the PFS location, and staffed it with four individuals—Rod Markin, Steve Orvis, Bogoljub Jakovljeski, and Martin Stankus[5]—all of whom had been employed at the Livonia facility, so that all work that was previously done at the PFS parking lot was thereafter performed at the nearby Novi site. Prior to being transferred, all four employees were told by the Respondent that the Novi facility was to be a nonunion shop and that the contract it had with the Union covering its other facilities would not apply to the Novi site. According to Spence, employees were told this was because Respondent wanted employees to know ''up front'' about the nonunion status of the Novi facility before accepting a transfer to that facility.

Two of the four employees who transferred to Novi, Markin and Orvis, testified about what was said to them regarding their transfers. Markin, the lead mechanic at the Novi facility, testified that he worked on PFS equipment while on the Livonia payroll for about 1 year prior to June 4, when the Novi facility opened. Sometime on or about June 3, Markin was told by Flasher, identified by Markin as his superior, that the Novi operation was going to be a full-time, nonunion operation, and was asked by Flasher if he wanted to run it, to which Markin responded affirmatively. Flasher told him he would have to be a nonunion employee, but at no time, according to Markin, did Flasher indicate that he had to resign his union membership to work at the Novi facility. Markin further testified that he had a similar conversation that same day with Spence and White, identified as Respondent's district service manager, during which White and Spence, after explaining the Novi operation, handed Markin a letter they had prepared for his signature and asked if he was willing to work at Novi under the conditions stated there.[6] Markin agreed to do so and signed the letter. During Respondent's cross-examination, Markin stated that at no time did any member of Respondent's management seek to pressure him regarding his relationship with, or membership in, the Union, and that at no time since he began working at the Novi facility did he desire to be represented by the Union at that facility.

Markin also testified regarding discussions he had with the Union concerning the transfer. Thus, he stated that he was contacted by John Dancer, the union steward at the Livonia facility, who told Markum he was wrong for leaving the Union, and that ''we should stick with the Union,'' to which Markin replied that he had decided ''not to go with the Union.'' Markin thereafter sought, but was denied, an honorary withdrawal card from the Union.[7] Potas, according to

[4] Union Business Representative Joseph Potas referred to these as ''captive'' accounts. He testified that the Sexton facility covered by the contract was a ''captive'' account because it only serviced trucks used by a company known as Sexton Foods. The other facilities covered by the contract, according to Potas, were not ''captive'' facilities.

[5] Of these four, only Stankus was not a member of the Union.

[6] The form letter, addressed to White, and to be signed by the individual employee accepting a transfer, reads:

> I understand that you are opening a new location in Novi, Michigan to service the P.F.S. fleet. I also understand that this will be a non-union position and am very much interested in going to work there if in fact it is non-union. [See G.C. Exh. 8.]

[7] An honorary withdrawal from the Union was permitted under certain circumstances: when a member became part of management, left the trade due to illness, obtained employment outside the trade or industry, to further his education, or was required by circumstances beyond the member's control to join another labor organization (see G.C. Exh. 10). The honorary withdrawal card allowed the member to leave in good standing, affording an opportunity to return at future date. It was not tantamount to a full resignation from the Union.

Markin, told him he was denied a withdrawal card because the Union still wanted to represent employees at the Novi facility because of its belief that the facility should be a union shop.

Orvis' testimony is similar to Markin's in most respects. Thus, he testified that for about 1 year prior to June 4, while still employed at Livonia, he worked 2 days a week servicing the PFS trucks at the Novi location. Having heard rumors about the possible opening of a permanent Novi facility, Orvis informed management of his interest in working permanently at Novi. On June 3, Orvis was called to Flasher's office and, after some discussion regarding the Novi facility, was handed a letter identical to the one given to and signed by Markin regarding employment at the Novi facility (G.C. Exh. 9). Orvis testified that before giving him the letter, Flasher told him that work at Novi was to be the same as that performed at Livonia, except that the Novi facility would be a nonunion operation, that the decision whether or not to withdraw from the Union was strictly his, but that he did not have to withdraw from the Union to work at the Novi facility. Like Markin, Orvis stated during Respondent's cross-examination that he had no desire to be represented by the Union at Novi, and that he communicated his feelings in this regard to management. Orvis found the offer to work at Novi attractive because it meant he would not have to pay union dues. He also testified that he was not pressured in any way by Respondent regarding his membership in, or relationship with, the Union, and that he was never told by management that he could not work at Novi unless he resigned his union membership. Orvis also requested a withdrawal card from the Union, but testified he has not heard from the Union regarding that request. He nevertheless stated that he is currently not a member of the Union, and replied, ''no'' when asked if he wished to be represented by the Union.

Spence, the Respondent's only witness, testified that he drafted the letter that was given to prospective employees to sign, but denied telling employees who transferred to Novi that their transfers were conditioned on their resigning from the Union. He also testified to being aware of the possibility that the Respondent might have to recognize the Union if the three union members who transferred from Livonia to Novi did not resign their union memberships. When asked during cross-examination whether the Respondent would have transferred the individuals if they had not resigned their union membership, Spence replied, ''[t]hey would have stayed at Livonia.''

C. *Discussion*

As noted, the Regional Director for Region 7 found no merit to, and consequently dismissed, the Union's allegation that the Novi facility was an accretion to the Livonia facility. In so doing, he utilized the criteria established by the Board in *Gitano Distribution Center*, 308 NLRB 1172 (1992), to assess an employer's bargaining obligation when it transfers employees from an existing location to a new location. The Board in *Gitano*, above at 1175, held that:

> when an employer transfers a portion of its employees at one location to a new location, we will no longer define the nature of the transfer in terms of the relationship between the ''new'' unit and the ''old'' unit (i.e., whether one is a ''spinoff'' or ''partial relocation'' from the other). Rather, we will begin with the Board's long-held rebuttable presumption that the unit at the new facility is a separate appropriate unit. Assuming that that presumption is not rebutted, we will then apply a simple fact-based majority test to determine whether the respondent is obligated to recognize and bargain with the union as the representative of the unit at the new facility. If a majority of the employees in the unit at the new facility are transferees from the original bargaining unit, we will presume that those employees continue to support the union and find that the employer is obligated to recognize and bargain with the union as the exclusive collective-bargaining representative of the employees in the new unit. Absent this majority showing, no such presumption arises and no bargaining obligation exists. [Footnotes omitted.]

No party here disputes that the employees at the Novi facility constitute a separate appropriate unit for purposes of collective bargaining, or that a majority (three of four) of employees at that facility transferred from the bargaining unit at Livonia, raising a rebuttable presumption of their continued support for the Union, as set forth in *Gitano*. The Respondent, however, contends that it was justified in refusing to recognize and bargain with the Union regarding the Novi employees because of statements made by the transferees to Respondent that they did not wish to be represented by the Union at the Novi facility. It further asserts that its statement to transferees, that the Novi facility was to be nonunion and that Novi employees would not be covered under the Livonia contract, was lawful and not coercive, citing as support *Bay Area Mack*, 203 NLRB 125 (1989). Conversely, the General Counsel argues that the Respondent's verbal and written statement to employees, that the Novi site was to be nonunion, unlawfully interfered with their Section 7 rights, and had the effect of encouraging transferees to withdraw from the Union.

I agree with the General Counsel. Nonunion statements similar to those made here by the Respondent have been found by the Board to be coercive and violative of Section 8(a)(1). In *Kessel Food Markets*, 287 NLRB 426 (1987), for example, a successor employer's statement to job applicants, that certain stores it planned to open would operate nonunion, was found to be unlawful. The Board there reasoned that when an employer informs applicants, before it has hired any employees, that the company will be nonunion, it indicates to applicants that it intends to discriminate against the seller's employees to ensure its nonunion status.[8] Similarly, in *Williams Enterprises*, 301 NLRB 167 (1991), the Board, in agreement with an administrative law judge, found unlawful a successor employer's comment at a meeting of employees, that ''it did intend to operate [its] Richmond plant as a nonunion plant.'' As in *Kessel Food Markets*, supra, the Board in *Williams Enterprises* reasoned that the employer's remark implicitly conveyed to employees the message that ''any conduct by them which is not consistent with that

[8] Although the nonunion remarks made by the employers in *Kessel Food Market* and *Bay Area Mack* arose in the context of an alleged successorship relationship, the rationale for finding such remarks unlawful is equally applicable in nonsuccessorship cases.

ukase may jeopardize their employment possibilities or security.''

The Respondent, as noted, contends that the Board's decision in *Bay Area Mack*, supra, supports its position that the nonunion remarks were not unlawful. The Respondent apparently did not fully review the Board's decision in that case for, had it done so, it would have found that the Board reached a contrary result. Thus, although the administrative law judge in that case, as argued by Respondent, declined to find unlawful an employer's statement to job applicants that it was starting up as a nonunion company, and that it was up to employees and the employer to ensure that the company remained nonunion, on review the Board, relying on *Kessel Food Stores*, supra, reversed the judge and found the employer's remarks violative of Section 8(a)(1).

Like the nonunion remarks found unlawful in *Kessel Food Stores* and other cases cited here, the Respondent's nonunion comments, made orally and in the letter applicants were asked to sign prior to transferring (see fn. 6, supra),[9] implicitly suggested to the four transferees, three of whom were union members, that they would have to alter or terminate their relationship with the Union if they wished to secure employment at the Novi facility. The Respondent argues that its nonunion comments were only intended to provide prospective employees with ''up front'' information so that they could make a ''clear-eyed decision [on] whether to accept a job at Novi.''[10] The determination, however, of whether an employer's comments interfere, restrain, or coerce employees under Section 8(a)(1) hinges not on an employer's motivation in making the remarks, but rather on whether the employer's conduct and words reasonably tend to interfere with the exercise of employee rights. *American Lumber Sales*, 229 NLRB 414, 416 (1977). In any event, the Respondent's conduct in preparing the letter for applicants to sign as a precondition for employment at Novi, its understanding that it might have to recognize the Union if the three union members from Livonia transferred to Novi without resigning their memberships, and Spence's rather candid admission that had the transferees not resigned they would have remained at Livonia establish rather convincingly that the Respondent's nonunion remarks were designed to induce the potential transferees from the Livonia facility into withdrawing from, or terminating their membership in, the Union. In fact, it is clear that the Respondent achieved its intended goal, for soon after making its nonunion comments and obtaining signed letters from all transferees, union members Markin, Orvis, and Jakovljeski proceeded to request honorary withdrawal cards from the Union.[11]

The Respondent, as noted, contends that statements made by Markin, Orvis, and Jakovljeski,[12] that they did not wish to be represented by the Union at Novi, is sufficient to rebut the presumption under Gitano that the Union enjoyed majority support at Novi, and served to justify its refusal to recognize and bargain with the Union regarding employees at that facility. Although Markin and Orvis both testified to having made such statements, their remarks to Respondent were made immediately after the Respondent unlawfully informed them that the Novi facility was to be nonunion. Having worked at the PFS location in Novi for approximately 1 year before the Respondent permanently opened its Novi facility on June 4, and apparently anxious to obtain a permanent position at that facility, Markin and Orvis were faced with a Hobson's choice of either securing employment at Novi by resigning or withdrawing from the Union, or retaining their union membership and foregoing possible employment at Novi. Markin clearly believed this to be the case for, while he was not specifically told he would have to resign from the Union to work at Novi, his testimony reflects his understanding that to be a nonunion employee, as would be expected of employees at Novi, he would have to resign his union membership. There is no indication that the Respondent sought to allay any doubts Markin may have had in this regard. Further, it is significant to note that despite having worked as union members at the PFS' Novi location for 1 year before Respondent established the permanent site, Markin and Orvis apparently expressed no interest in withdrawing or terminating their relationship with the Union until after it was suggested by Respondent in its unlawful remarks.

Orvis, as noted, unlike Markin, testified he was told by Flasher that he did not have to withdraw from the Union to work at Novi, that the decision was his to make, and that he understood he did not have to sign the letter given to him by Flasher to work at Novi. I am not, however, convinced that Orvis was being fully candid as to what he was told. Rather, from my observation of his demeanor on the witness stand, I am convinced that Orvis' testimony in this regard was contrived and designed to curry favor with and demonstrate loyalty to the Respondent. Further, Orvis' understanding that he did not have to sign the letter to work at Novi lacks any factual basis. The fact of the matter is that he did sign the letter, and there is nothing to suggest that he either inquired about, or was told of, possible repercussions if the letter were not signed. Indeed, in light of Spence's testimony that unless the transferees resigned their union membership they would remain at Livonia, and the possibility that it might have to recognize the Union if it did not establish a basis for asserting a good-faith doubt of majority support, it is highly unlikely that the Respondent would have allowed

[9] In *Jerome Russo Quality Painting & Decorating*, 309 NLRB 973, 979 (1992), the Board found that an employer's letter to job applicants and employees, not unlike the one the Respondent asked the transferees here to sign, requiring that they acknowledge as a precondition to employment that the employer was no longer a union contractor, was comparable to a ''yellow dog'' contract and violative of Sec. 8(a)(1). See also *Excel Fire Protection*, 308 NLRB 241, 244 (1992); *Eddyleon Chocolate Co.*, 301 NLRB 887 (1991). Here, the letter that the Respondent had employees sign as a precondition to their transfer to Novi serves no legitimate purpose. In fact, the letters may very well adversely affect the continuing employment status at Novi of the applicants who signed the letters should they choose to engage in organizational activities at Novi. Accordingly, I find that the letters in question here are tantamount to ''yellow dog contracts'' and violate Sec. 8(a)(1) of the Act.

[10] See Respondent's posttrial brief, p. 7.

[11] According to Potas, none of the transferees qualified for an honorary withdrawal card under union guidelines and, except for Orvis who inadvertently obtained an honorary withdrawal at a time when the Union was computerizing its records, had their requests denied.

[12] Jakovlkeski did not testify at the hearing, and the only evidence regarding his alleged desire not to be represented by the Union at Novi comes from the letter he was asked to sign as a precondition for securing employment at that location, which I concluded was unlawful.

Orvis to transfer to Novi without first obtaining his signature on the letter.

Finally, I note that unlike Orvis, Markin, who also was asked by Flasher if he wanted to work at Novi, testified only that Flasher told him that the Novi work would be nonunion, and made no mention of having been told by Flasher that he would not have to resign his union membership. Given the significance of such remarks, I find it highly unlikely that Flasher would only address them to Orvis, and not to Markin. Further, Spence, the Respondent's only witness and the author of the letter at issue here, was asked no questions regarding what he may have told employees when asking them to sign the letters. Consequently, except for Orvis' testimony, which I do not credit, there is nothing to suggest that applicants were assured by Respondent that the failure to resign or alter their union membership would have no impact on their employment at Novi. I note further that both Orvis and Markin stated at the hearing, in response to queries by Respondent's counsel, that they did not want to be represented by the Union at Novi.[13] Again, these statements appear to have been made for the purpose of persuading the Respondent of their loyalty as employees, and have no bearing on whether the Union enjoyed the support of a majority of the Novi employees as of June 14, when the Respondent unlawfully refused to recognize and bargain with the Union.

In summary, I find that the Respondent cannot rely on the verbal or written statements by the transferees to support a good-faith doubt of the Union's majority support at Novi, and that it therefore has failed to rebut the presumption under Gitano that the three transferees from Livonia to the Novi facility continue to support the Union. The Respondent's refusal to recognize and bargain with the Union was thus unjustified and amounted to a violation of Section 8(a)(5) and (1) of the Act, as alleged.

CONCLUSIONS OF LAW

1. The Respondent, Ryder Truck Rental Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union, Local Lodge No. 698, District Lodge 60, International Association of Machinists and Aerospace Workers, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. Since June 14, 1994, the Union has been the exclusive collective-bargaining representative of the Respondent's employees in the following appropriate unit:

> All service and maintenance employees employed by Respondent's facility located in Novi, Michigan; but excluding office-clerical employees, salesmen, watchmen, guards and supervisors as defined in the Act.

4. By telling employees wanting to transfer from its Livonia facility to its Novi facility that the latter facility was to be nonunion, and by having them sign a letter acknowledging that fact, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (3) and Section 2(6) and (7) of the Act.

5. By refusing, since June 14, 1994, to recognize and bargain in good faith with the Union as the exclusive bargaining representative of the employees in the above-described bargaining unit, the Respondent has violated Section 8(a)(5) and (1) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent shall be required to recognize and, on request, to bargain in good faith with the Union as the exclusive collective-bargaining representative of its employees in an appropriate bargaining unit regarding their terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement. The Respondent will also be required to remove and rescind from its records the letters signed by Novi employees acknowledging that the Novi facility was to be nonunion and to post an appropriate notice.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[14]

ORDER

The Respondent, Ryder Truck Rental, Inc., Southfield, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Telling prospective employees or transferees from its other facilities that its Novi, Michigan facility is a nonunion operation, and discouraging union membership by requiring that they sign letters acknowledging that fact.

(b) Refusing to recognize and bargain with the Union, Local Lodge No. 698, District Lodge 60, International Association of Machinists and Aerospace Workers, AFL–CIO, which is the exclusive collective-bargaining representative of the Respondent's employees in the following appropriate unit:

> All service and maintenance employees employed by Respondent's facility located in Novi, Michigan; but excluding office-clerical employees, salesmen, watchmen, guards and supervisors as defined in the Act.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the above-described appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

[13] I find it significant that Markin, Orvis, and Jakovljeski did not tender full resignations from the Union, but instead only petitioned for honorary withdrawal cards. This suggests that all three valued and sought to maintain ties with the Union, despite their outward manifestations to the Respondent that they did not wish to be represented by the Union.

[14] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) Remove and rescind from its records the unlawful documents signed by employees who transferred from its other facilities to the Novi facility acknowledging that the Novi facility would be a nonunion operation, and notify those employees, in writing, that this has been done.

(c) Post at its facility in Novi, Michigan copies of the attached notice marked ''Appendix.''[15] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[15] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT tell prospective applicants for employment at our Novi facility or transferees from our other facilities that the Novi facility is a nonunion operation, and WE WILL NOT discourage union membership by requiring that they sign letters acknowledging that the Novi facility is nonunion.

WE WILL NOT refuse to recognize and bargain with Local Lodge No. 698, District Lodge 60, International Association of Machinists and Aerospace Workers, AFL–CIO, which is the exclusive collective-bargaining representative of our employees in the following appropriate unit:

> All service and maintenance employees employed by our facility located in Novi, Michigan; but excluding office-clerical employees, salesmen, watchmen, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the above-described bargaining unit.

WE WILL rescind and remove from our records the letters signed by employees who transferred to the Novi facility stating that they understand that the Novi facility was nonunion, and WE WILL notify those employees, in writing, that we have done so.

RYDER TRUCK RENTAL, INC.